

**Yackulic, Ted**

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**From:** Justin D. Leonard <jleonard@ml-llp.com>  
**Sent:** Monday, February 10, 2014 3:59 PM  
**To:** Feldman, Stephen (Perkins Coie)  
**Cc:** shawn@sryanlaw.com; Yackulic, Ted; Frederick.Phillips@USDOJ.GOV  
**Subject:** Re: ABSORBENT - EPA Settlement Agreement  
**Attachments:** 2014-02-10 - ABSORBENT - Trustee-signed EPA Settlement Agreement.pdf

See attached Trustee-signed settlement agreement. Thanks for coordinating Stephen.

Regards,

Justin

- - -

**Justin D. Leonard**

Admitted in Oregon, Washington & Idaho



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On Mon, Feb 10, 2014 at 12:27 PM, Feldman, Stephen (Perkins Coie) <[SFeldman@perkinscoie.com](mailto:SFeldman@perkinscoie.com)> wrote:

All,

Attached is an execution copy of the settlement agreement. If anyone sees any issue (whether substantive or formatting) with this version of the agreement, please advise ASAP. Otherwise, I think we can begin the signature collection process.

Thanks,

Stephen

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**From:** Justin D. Leonard [mailto:[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)]  
**Sent:** Friday, February 07, 2014 6:27 PM  
**To:** Feldman, Stephen (Perkins Coie)  
**Cc:** [shawn@sryanlaw.com](mailto:shawn@sryanlaw.com); [yackulic.ted@epa.gov](mailto:yackulic.ted@epa.gov); [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)  
**Subject:** Re: Settlement Agreement

Ditto. Sorry - just saw this.

On Feb 7, 2014, at 5:50 PM, "Feldman, Stephen (Perkins Coie)" <[SFeldman@perkinscoie.com](mailto:SFeldman@perkinscoie.com)> wrote:

Thanks, Shawn.

Justin?

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**From:** Shawn Ryan [mailto:[shawn@sryanlaw.com](mailto:shawn@sryanlaw.com)]  
**Sent:** Friday, February 07, 2014 05:40 PM Pacific Standard Time  
**To:** Feldman, Stephen (Perkins Coie)  
**Cc:** 'Yackulic, Ted' <[yackulic.ted@epa.gov](mailto:yackulic.ted@epa.gov)>; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV) <[Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)>; Justin D. Leonard ([jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)) <[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)>; Shawn Ryan <[shawn@sryanlaw.com](mailto:shawn@sryanlaw.com)>; Mark Okasaki <[m.okazaki.mo@gmail.com](mailto:m.okazaki.mo@gmail.com)>  
**Subject:** Re: Settlement Agreement

I am OK with that change.

**Shawn P. Ryan**

Sent from my phone.

"Feldman, Stephen (Perkins Coie)" <[SFeldman@perkinscoie.com](mailto:SFeldman@perkinscoie.com)> wrote:

Justin and Shawn,

Ted and I just spoke.

Please confirm that you are OK with the one substantive change that Ted has proposed (i.e., the addition of Section 122(l) to the failure to comply provision).

Once I have received your confirmation, I will attend to the formatting issue raised by Ted, and then circulate an execution copy of the agreement.

Thanks,

Stephen

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**From:** Yackulic, Ted [<mailto:yackulic.ted@epa.gov>]  
**Sent:** Friday, February 07, 2014 2:32 PM  
**To:** Feldman, Stephen (Perkins Coie); [Frederick.Phillips@USDOL.GOV](mailto:Frederick.Phillips@USDOL.GOV)  
**Cc:** Justin D. Leonard ([jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)); [shawn@sryanlaw.com](mailto:shawn@sryanlaw.com)  
**Subject:** RE: Settlement Agreement

Stephen,

I went over the Settlement with my managers. Subject to changes, it will be acceptable to the U.S.

The first request is that the formatting be fixed so that paragraph numbers start at the of the margin and the body of the paragraph be one tab to the right.

The second request is that we add Section 122(l) to the failure to comply sections. This section allows us to collect a civil penalty in the event that a Settling Party violates the Settlement Agreement. The cited section 122 h3 allows us to recover the amount owed if it is not paid.

## **I. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT**

1. If a Settling Party fails or refuses to comply with the requirements of this Settlement Agreement, it, he or she shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, the Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

I'll give you a call to discuss. Thanks.

Ted Yackulic, Assistant Regional Counsel

U.S. Environmental Protection Agency, Region 10

1200 Sixth Avenue, Suite 900

Seattle, WA 98101

Phone: [206-553-1218](tel:206-553-1218)

[yackulic.ted@epa.gov](mailto:yackulic.ted@epa.gov)

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**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]  
**Sent:** Friday, February 07, 2014 1:12 PM  
**To:** Yackulic, Ted; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)  
**Cc:** Justin D. Leonard ([jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)); [shawn@sryanlaw.com](mailto:shawn@sryanlaw.com)  
**Subject:** RE: Settlement Agreement

All, attached is what I believe to be the “final” version of the settlement agreement.

Ted, please advise as to when we should begin collecting signatures.

Thanks,

Stephen

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**From:** Yackulic, Ted [<mailto:yackulic.ted@epa.gov>]  
**Sent:** Friday, February 07, 2014 12:36 PM  
**To:** Feldman, Stephen (Perkins Coie); [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)  
**Cc:** Justin D. Leonard ([jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)); [shawn@sryanlaw.com](mailto:shawn@sryanlaw.com)  
**Subject:** RE: Settlement Agreement

It still needs to be approved by my management. Can you send me the “final” copy for review. I’ll try and speed it along as best as possible. Thanks.

Ted Yackulic, Assistant Regional Counsel

U.S. Environmental Protection Agency, Region 10

1200 Sixth Avenue, Suite 900

Seattle, WA 98101

Phone: [206-553-1218](tel:206-553-1218)

[yackulic.ted@epa.gov](mailto:yackulic.ted@epa.gov)

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**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]

**Sent:** Friday, February 07, 2014 11:03 AM

**To:** Yackulic, Ted; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)

**Cc:** Justin D. Leonard ([jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)); [shawn@sryanlaw.com](mailto:shawn@sryanlaw.com)

**Subject:** RE: Settlement Agreement

Thanks, Ted.

Consistent with the information below, I will finalize the settlement agreement and circulate an execution copy later today.

Best,

Stephen

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**From:** Yackulic, Ted [<mailto:yackulic.ted@epa.gov>]  
**Sent:** Friday, February 07, 2014 10:33 AM  
**To:** [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV); Feldman, Stephen (Perkins Coie)  
**Subject:** RE: Settlement Agreement

1. Is the EPA Docket No. correct. (Ted?)

Yes

2. Does the same docket number go in the caption and in each of the signature blocks? I assume so, but they were originally labeled differently (one was labeled “EPA Docket No.” and one was labeled “CERCLA Docket No.”).

Yes

3. Do we have to include addresses in the signature blocks? It would be simpler not to have to do so.

No, Name and title printed under the signature line should do. Thanks.

---

**From:** Phillips, Frederick (ENRD) [<mailto:Frederick.Phillips@usdoj.gov>]  
**Sent:** Wednesday, February 05, 2014 3:01 PM  
**To:** Feldman, Stephen (Perkins Coie)  
**Cc:** Yackulic, Ted  
**Subject:** RE: Settlement Agreement

Stephen – so far as I know, EPA Dkt and CERCLA Dkt should be the same number.

As for the addresses in signature blocks, that's the way we do it on consent decrees and, In my experience, the way it's typically done on EPA Admin Agreements. Whether it's GOT to be that way, I have to defer to Ted. Sorry to be passing the buck.

Thanks,

FSP

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**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]  
**Sent:** Wednesday, February 05, 2014 5:50 PM  
**To:** Phillips, Frederick (ENRD)  
**Cc:** Yackulic, Ted  
**Subject:** RE: Settlement Agreement

Fred,

I only had questions about the blanks in the caption and the signature blocks.

The specific questions for which I am still awaiting confirmation are:



4. Is the EPA Docket No. correct. (Ted?)
5. Does the same docket number go in the caption and in each of the signature blocks? I assume so, but they were originally labeled differently (one was labeled “EPA Docket No.” and one was labeled “CERCLA Docket No.”).
6. Do we have to include addresses in the signature blocks? It would be simpler not to have to do so.

That’s it.

Please advise, as I’d like to get this finalized and signed as soon as possible.

Thanks,

Stephen

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**From:** Phillips, Frederick (ENRD) [<mailto:Frederick.Phillips@usdoj.gov>]  
**Sent:** Wednesday, February 05, 2014 1:59 PM  
**To:** Feldman, Stephen (Perkins Coie)  
**Cc:** Yackulic, Ted  
**Subject:** RE: Settlement Agreement

Stephen – the only highlighted items on the version I’ve got are the EPA Region number (10 is correct) and the EPA Docket No. (again, I think you’re correct, but Ted has to confirm).

Are there other uncertainties? Changes subsequent to our email exchanges of 4:36 – 5:03 pm ET yesterday?

Thanks.

---

**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]  
**Sent:** Tuesday, February 04, 2014 8:28 PM  
**To:** '[shawn@sryanlaw.com](mailto:shawn@sryanlaw.com)'; Phillips, Frederick (ENRD); '[yackulic.ted@epa.gov](mailto:yackulic.ted@epa.gov)'  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** RE: Settlement Agreement

All,

I have filled in the caption and signature blocks with my best guesses. Everything about which I am uncertain is highlighted. Please review and let me know what, if any, changes need to be made.

Question: Do we really need addresses in the signature blocks?

Thanks,

Stephen

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**From:** Feldman, Stephen (Perkins Coie)  
**Sent:** Tuesday, February 04, 2014 2:49 PM  
**To:** '[shawn@sryanlaw.com](mailto:shawn@sryanlaw.com)'; '[Frederick.Phillips@usdoj.gov](mailto:Frederick.Phillips@usdoj.gov)'; '[yackulic.ted@epa.gov](mailto:yackulic.ted@epa.gov)'  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** Re: Settlement Agreement

Fred and Ted,

Can you please confirm the "EPA docket number" that is to be included in the signature blocks. And can you please also confirm if that is the same as the "CERCLA Docket No." in the caption that likewise needs to be filled in.

Thanks,  
Stephen

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**From:** Shawn Ryan [<mailto:shawn@sryanlaw.com>]  
**Sent:** Tuesday, February 04, 2014 02:21 PM Pacific Standard Time  
**To:** Feldman, Stephen (Perkins Coie); 'Phillips, Frederick (ENRD)' <[Frederick.Phillips@usdoj.gov](mailto:Frederick.Phillips@usdoj.gov)>; 'Yackulic, Ted' <[yackulic.ted@epa.gov](mailto:yackulic.ted@epa.gov)>  
**Cc:** [jleonard@ml-llp.com](mailto:jleonard@ml-llp.com) <[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)>  
**Subject:** RE: Settlement Agreement

Thanks everyone.

Shawn P. Ryan

Law Office of Shawn P. Ryan

Gus Solomon Courthouse

620 S.W. Main St., Ste. 612

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[\(503\) 417-0477](tel:(503)417-0477)

[\(503\) 417-0475](tel:(503)417-0475) fax

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We are now required by federal law to inform you that any tax advice in this communication is not intended or written to be used, and cannot be used by the recipient for the purpose of avoiding penalties that may be imposed on any taxpayer.

---

**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]  
**Sent:** Tuesday, February 04, 2014 2:09 PM  
**To:** 'Shawn Ryan'; 'Phillips, Frederick (ENRD)'; 'Yackulic, Ted'  
**Cc:** [jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)  
**Subject:** RE: Settlement Agreement

Justin and Shawn,

I just received confirmation from Fred that the last version of the settlement agreement that I circulated is acceptable to EPA. Accordingly, it appears that we have a deal (subject to approval by EPA management and the ensuing public comment period).

Unless I hear any objection, I will finalize the agreement and circulate execution copies.

Thanks,

Stephen

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**From:** Shawn Ryan [<mailto:shawn@sryanlaw.com>]  
**Sent:** Tuesday, February 04, 2014 12:57 PM  
**To:** Feldman, Stephen (Perkins Coie); 'Phillips, Frederick (ENRD)'; 'Yackulic, Ted'

**Cc:** [jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)  
**Subject:** Settlement Agreement

The Settlement Agreement Stephen attached is acceptable to Lombard.

Shawn P. Ryan

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[www.sryanlaw.com](http://www.sryanlaw.com)[\[sryanlaw.com\]](mailto:sryanlaw.com)

We are now required by federal law to inform you that any tax advice in this communication is not intended or written to be used, and cannot be used by the recipient for the purpose of avoiding penalties that may be imposed on any taxpayer.

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**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]  
**Sent:** Tuesday, February 04, 2014 12:35 PM  
**To:** 'Phillips, Frederick (ENRD)'; 'Yackulic, Ted'  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'; [shawn@sryanlaw.com](mailto:shawn@sryanlaw.com)  
**Subject:** RE: Escrow Agreement

Fred,

I appreciate your concern with my proposed language, but I have a concern with yours. I think the attached should work for both of us, however. The only changes are to Paragraph 11 and a slight tweak to Paragraph 4. Please let me know if this works.

Thanks,

Stephen

---

**From:** Phillips, Frederick (ENRD) [<mailto:Frederick.Phillips@usdoj.gov>]  
**Sent:** Tuesday, February 04, 2014 12:13 PM  
**To:** Feldman, Stephen (Perkins Coie); 'Yackulic, Ted'  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'; [shawn@sryanlaw.com](mailto:shawn@sryanlaw.com)  
**Subject:** RE: Escrow Agreement

I'm sorry to belabor this, but we will still need a tweak to Paragraph 11 as follows:

2. The Site is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9). The abandonment of “barrels, containers, and other closed receptacles containing [a] hazardous substance” on the Site constitutes a “release” or “threatened release” of hazardous substances from the Site, as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

Stephen's proposed revision could be misconstrued as stating that the Site is otherwise clean. EPA has no information in that regard and cannot express any opinion.

Thanks.ess any opinion.

---

**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]

**Sent:** Tuesday, February 04, 2014 2:06 PM

**To:** Phillips, Frederick (ENRD); 'Yackulic, Ted'

**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'; [shawn@sryanlaw.com](mailto:shawn@sryanlaw.com)

**Subject:** RE: Escrow Agreement

All,

Attached is what I hope to be the final version of the settlement agreement. This version incorporates all of the changes proposed by Fred this morning. The minor additional proposed changes appear in redline. And, as you will see, those changes, consist of the following:

1. The inclusion of a sentence in Paragraph 11 to address the “release or” issue that is the subject of the emails below;
2. The inclusion of the \$230,000 figure for the Ferry Property in Paragraph 13;
3. Tweaking of the language in Paragraph 14 to reflect the fact that the sale of the Queen Property has not yet occurred; and
4. Two grammatical changes in Paragraph 16.

Please confirm as soon as possible that you are all OK with these changes.

Thanks,

Stephen

---

**From:** Phillips, Frederick (ENRD) [<mailto:Frederick.Phillips@usdoj.gov>]  
**Sent:** Tuesday, February 04, 2014 10:55 AM  
**To:** Feldman, Stephen (Perkins Coie); 'Yackulic, Ted'; '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** RE: Escrow Agreement

Stephen – that’s fine. ““Release or threatened release” within the meaning of 42 USC 9601(22).” Something like that should do it.

FSP

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**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]  
**Sent:** Tuesday, February 04, 2014 1:19 PM  
**To:** Phillips, Frederick (ENRD); 'Yackulic, Ted'; '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** RE: Escrow Agreement

Fred,



I just took a look at your comments.

I am fine with your revision to paragraph 37.

Regarding paragraphs 4 and 11, my suggested resolution is to keep in the phrase “release or,” as you have proposed, but also include a specific reference to the statutory section that you have cited. I will circulate some proposed language for your consideration.

Thanks,

Stephen

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**From:** Feldman, Stephen (Perkins Coie)  
**Sent:** Tuesday, February 04, 2014 9:56 AM  
**To:** 'Phillips, Frederick (ENRD)'; 'Yackulic, Ted'; '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** RE: Escrow Agreement

Thanks, Fred. I will review the proposed revisions, but I just had a brief conversation with Ted so I have an idea of what they are. Regarding the striking of the term “release” and leaving only the term “threatened release,” I explained to Ted why I think that that change is both accurate and important. I would welcome the chance to discuss that issue with you as well.

I will defer to Justin regarding the value of the assets and liabilities of the estate, but as to the value of the personal property transferred to the Queen Ave owners, I can tell you that that property likely has a negative value, given that the expense associated

with disassembling, removing, and disposing of the personal property will likely exceed the proceeds of any sale or other disposition of the property.

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**From:** Phillips, Frederick (ENRD) [<mailto:Frederick.Phillips@usdoj.gov>]  
**Sent:** Tuesday, February 04, 2014 9:45 AM  
**To:** Feldman, Stephen (Perkins Coie); 'Yackulic, Ted'; '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'; '[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)'  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** RE: Escrow Agreement

I'm attaching the SA with very minor revisions at paragraphs 4, 11, and 37. With that, I think we're done and prepared to recommend approval by those with authority to bind the US.

In support of final approval we're going to need some current statement of the assets and liabilities of the estate and at least an estimate of the value of the personal property transferred to Queen Ave owners.

Thanks very much.

Frederick S. Phillips

Senior Attorney

Environmental Enforcement Section

Environment and Natural Resources Division

U.S. Department of Justice

[\(202\) 305-0439](tel:(202)305-0439)

[frederick.phillips@usdoj.gov](mailto:frederick.phillips@usdoj.gov)

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**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]  
**Sent:** Tuesday, February 04, 2014 12:33 PM  
**To:** 'Yackulic, Ted'; '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'; '[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)'; Phillips, Frederick (ENRD)  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** RE: Escrow Agreement

Thanks, Ted.

We look forward to EPA's comments.

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**From:** Yackulic, Ted [<mailto:yackulic.ted@epa.gov>]  
**Sent:** Tuesday, February 04, 2014 9:27 AM  
**To:** Feldman, Stephen (Perkins Coie); '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'; '[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)'; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)

Cc: '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
Subject: RE: Escrow Agreement

Steve,

I forwarded my comments to Fred and hope to talk with him before I get on a plane. He will forward our comments today. The Settlement Agreement has not been reviewed by my management but I will recommend it to my management after we've worked through the issues. I'm available by cell [206 371 2170](tel:2063712170) and email until I get back to the office on Friday. Thanks.

Ted

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**From:** Feldman, Stephen (Perkins Coie) <[SFeldman@perkinscoie.com](mailto:SFeldman@perkinscoie.com)>  
**Sent:** Monday, February 03, 2014 3:51 PM  
**To:** Yackulic, Ted; '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'; '[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)'; '[Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)'  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** RE: Escrow Agreement

Ted,

Although we believe that the recording fee is an expense that properly should be incurred by EPA, the Seller is willing to pay it.

It is critical that we finalize and execute the settlement agreement as soon as possible. Thus, can you and Fred please let us know if EPA has any issues with the version that I circulated earlier today.

Thanks,

Stephen

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**From:** Yackulic, Ted [<mailto:yackulic.ted@epa.gov>]  
**Sent:** Monday, February 03, 2014 3:14 PM  
**To:** Yackulic, Ted; Feldman, Stephen (Perkins Coie); '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'; '[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)'; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** RE: Escrow Agreement

Attached is a copy of a letter transmitting EPA's request that Chicago Title record the lien release. We appreciate the seller and/or buying assuming the cost of the recording.

---

**From:** Yackulic, Ted  
**Sent:** Monday, February 03, 2014 11:39 AM  
**To:** 'Feldman, Stephen (Perkins Coie)'; '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'; '[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)'; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** RE: Escrow Agreement

I'm not sure I can make that commitment. If you want EPA to pay, we may need to wait for the person with the authority to write to get back in the office.

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**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]  
**Sent:** Monday, February 03, 2014 11:37 AM  
**To:** Yackulic, Ted; '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'; '[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)'; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** RE: Escrow Agreement

I believe that that is essentially it (i.e., a letter requesting Chicago Title to file the lien release).

Kelly, can you please confirm, and please also let Ted know if there is any special language you need in the letter?

Ted, I assume that EPA also will need to pay for (or reimburse Chicago Title for) the filing fee.

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**From:** Yackulic, Ted [<mailto:yackulic.ted@epa.gov>]  
**Sent:** Monday, February 03, 2014 11:32 AM  
**To:** Feldman, Stephen (Perkins Coie); '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'; '[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)'; '[Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)'  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** RE: Escrow Agreement

By instructions do you mean a letter requesting that Chicago Title file the lien release? Not a problem. I could the release form to

Kelly M. Norton

Senior Escrow Officer/Commercial Division

Chicago Title Company

1211 SW Fifth Avenue, Suite 2130

Portland, OR 97204

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**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]  
**Sent:** Monday, February 03, 2014 11:29 AM  
**To:** Yackulic, Ted; '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'; '[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)'; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** RE: Escrow Agreement

That timing will likely be a problem, as I know the hope and intent is to close by no later than Wednesday of this week.

I believe that Chicago Title can handle the recording, but I believe that that will require you sending the original lien release (ASAP) and providing appropriate instructions to Chicago Title. Is that correct, Kelly?

---

**From:** Yackulic, Ted [<mailto:yackulic.ted@epa.gov>]  
**Sent:** Monday, February 03, 2014 11:25 AM  
**To:** Feldman, Stephen (Perkins Coie); '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'; '[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)'; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** RE: Escrow Agreement

We can record the release. However, the person who files and pays the filing fee is out until Wednesday and starting tomorrow I'm on travel until Thursday night. So, it may take us until early next week to file the original. Does that work?

Ted Yackulic, Assistant Regional Counsel

U.S. Environmental Protection Agency, Region 10

1200 Sixth Avenue, Suite 900

Seattle, WA 98101

Phone: [206-553-1218](tel:206-553-1218)

---

**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]  
**Sent:** Monday, February 03, 2014 9:02 AM  
**To:** Yackulic, Ted; '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'; '[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)'; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** Re: Escrow Agreement

Ted,

Yes, we will make sure that you get whatever documentation can be provided regarding the creation of the escrow account.

In the meantime, I understand from Chicago Title that the lien release needs to be recorded (just like the lien itself was recorded). Even with the signed release, the sale will not be able to close without the lien release being officially recorded. I trust that EPA can handle the recording, but please confirm. Please also let us know when we can expect the lien release to be recorded.

Thanks,  
Stephen

---

**From:** Yackulic, Ted [<mailto:yackulic.ted@epa.gov>]  
**Sent:** Monday, February 03, 2014 08:53 AM Pacific Standard Time  
**To:** Feldman, Stephen (Perkins Coie); '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)' <[tyackulic@gmail.com](mailto:tyackulic@gmail.com)>; '[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)' <[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)>; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV) <[Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)>  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)' <[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)>  
**Subject:** RE: Escrow Agreement

Can you send me documentation of the account after it is created? Thanks.



---

**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]  
**Sent:** Monday, February 03, 2014 8:49 AM  
**To:** Yackulic, Ted; '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'; '[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)'; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** Re: Escrow Agreement

Thanks, Ted.

Kelly, please let Ted know if anything else is required on the part of EPA.

---

**From:** Yackulic, Ted [<mailto:yackulic.ted@epa.gov>]  
**Sent:** Monday, February 03, 2014 08:45 AM Pacific Standard Time  
**To:** Feldman, Stephen (Perkins Coie); '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)' <[tyackulic@gmail.com](mailto:tyackulic@gmail.com)>; '[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)' <[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)>; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV) <[Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)>  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)' <[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)>  
**Subject:** RE: Escrow Agreement

Steve and Kelly,

Here is a signed copy of the lien release. If you need the original let me know where to mail it. We will send it by overnight mail.

Ted Yackulic, Assistant Regional Counsel

U.S. Environmental Protection Agency, Region 10

1200 Sixth Avenue, Suite 900

Seattle, WA 98101

Phone: [206-553-1218](tel:206-553-1218)

[yackulic.ted@epa.gov](mailto:yackulic.ted@epa.gov)

---

**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]  
**Sent:** Sunday, February 02, 2014 3:31 PM  
**To:** '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'; '[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)'; Yackulic, Ted; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)  
**Cc:** '[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)'  
**Subject:** Re: Escrow Agreement

Kelly?

---

**From:** Ted Yackulic [<mailto:tyackulic@gmail.com>]  
**Sent:** Sunday, February 02, 2014 03:29 PM Pacific Standard Time  
**To:** Feldman, Stephen (Perkins Coie); 'Norton, Kelly' <[Kelly.Norton@ctt.com](mailto:Kelly.Norton@ctt.com)>; 'Yackulic, Ted' <[yackulic.ted@epa.gov](mailto:yackulic.ted@epa.gov)>; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV) <[Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)>  
**Cc:** Justin D. Leonard ([jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)) <[jleonard@ml-llp.com](mailto:jleonard@ml-llp.com)>  
**Subject:** RE: Escrow Agreement

Will a scanned version do

Ted Yackulic

---

**From:** [Feldman, Stephen \(Perkins Coie\)](#)  
**Sent:** 2/2/2014 1:22 PM  
**To:** '[Norton, Kelly](#)'; '[Yackulic, Ted](#)'; '[tyackulic@gmail.com](mailto:tyackulic@gmail.com)'; [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV)  
**Cc:** [Justin D. Leonard \(jleonard@ml-llp.com\)](mailto:Justin D. Leonard (jleonard@ml-llp.com))  
**Subject:** RE: Escrow Agreement

All, attached is a fully-executed copy of the Escrow Agreement.

Ted, please send the lien release at your earliest opportunity.

Thanks,

Stephen

---

**From:** Norton, Kelly [<mailto:Kelly.Norton@ctt.com>]  
**Sent:** Friday, January 31, 2014 5:06 PM  
**To:** Feldman, Stephen (Perkins Coie); 'Yackulic, Ted'  
**Cc:** [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV); Justin D. Leonard ([jleonard@ml-llp.com](mailto:jleonard@ml-llp.com))  
**Subject:** RE: Escrow Agreement

Stephen please see attached with my signature and the original is on its way to you for delivery on Monday. Thanks again~

Kelly M. Norton

Senior Escrow Officer/Commercial Division

Chicago Title Company

1211 SW Fifth Avenue, Suite 2130

Portland, OR 97204

Direct: [503-973-7402](tel:503-973-7402)

Toll Free: [866-847-7400](tel:866-847-7400)

Fax: [503-248-0324](tel:503-248-0324)

[Kelly.Norton@CTT.COM](mailto:Kelly.Norton@CTT.COM)

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**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]  
**Sent:** Friday, January 31, 2014 4:41 PM  
**To:** 'Yackulic, Ted'; Norton, Kelly  
**Cc:** [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV); Justin D. Leonard ([jleonard@ml-llp.com](mailto:jleonard@ml-llp.com))  
**Subject:** RE: Escrow Agreement

FYI, I will have all of the Seller signatures within the next hour or so.

Kelly, Please advise as to Chicago Title's signature. Thanks.

---

**From:** Yackulic, Ted [<mailto:yackulic.ted@epa.gov>]  
**Sent:** Friday, January 31, 2014 3:59 PM  
**To:** Feldman, Stephen (Perkins Coie); [Kelly.Norton@CTT.COM](mailto:Kelly.Norton@CTT.COM)  
**Cc:** [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV); Justin D. Leonard ([jleonard@ml-llp.com](mailto:jleonard@ml-llp.com))  
**Subject:** RE: Escrow Agreement

Kelly and Steve,

Attached is an EPA signed copy of the escrow agreement. I'll send a scanned version of the lien release form after I receive a copy of the executed escrow agreement.

Ted Yackulic, Assistant Regional Counsel

U.S. Environmental Protection Agency, Region 10

1200 Sixth Avenue, Suite 900

Seattle, WA 98101

Phone: [206-553-1218](tel:206-553-1218)

[yackulic.ted@epa.gov](mailto:yackulic.ted@epa.gov)

---

**From:** Feldman, Stephen (Perkins Coie) [<mailto:SFeldman@perkinscoie.com>]

**Sent:** Friday, January 31, 2014 2:37 PM

**To:** [Kelly.Norton@CTT.COM](mailto:Kelly.Norton@CTT.COM); Yackulic, Ted

**Cc:** [Frederick.Phillips@USDOJ.GOV](mailto:Frederick.Phillips@USDOJ.GOV); Justin D. Leonard ([jleonard@ml-llp.com](mailto:jleonard@ml-llp.com))

**Subject:** Escrow Agreement

Kelly and Ted,

Attached is an execution copy of the Escrow Agreement.

Please have an authorized representative of Chicago Title and EPA, respectively, sign the Agreement, and please then return to me the executed signature page. Once all the parties and EPA have signed, I will put together a fully-executed copy of the Agreement and circulate it.

Thanks everyone for your cooperation and effort in getting this done.

Best,

Stephen

**Stephen M. Feldman** | **Perkins Coie LLP**

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PHONE: [503.727.2058](tel:503.727.2058)

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E-MAIL: [sfeldman@perkinscoie.com](mailto:sfeldman@perkinscoie.com)



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